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98-01

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105**

May 11, 1998

Certified Mail No. P 274 218 236  
Return Receipt Requested

Sandra M. Rennie, Mediator  
901 Powell Street, #8  
San Francisco, CA 94108

Re: Del Norte County Pesticide Storage Area Superfund Site, Agreement for  
Recovery of Response Costs,  
EPA CERCLA Docket No. 98-01

Dear Ms. Rennie:

This letter notifies you that the public comment period for the above-entitled proposed administrative settlement for the Del Norte County Pesticide Storage Area Superfund Site, EPA CERCLA Docket No. 98-01, has closed as of May 5, 1998. Notice of the proposed settlement was published in the Federal Register (Vol. 63, No. 63, April 2, 1998), pursuant to Paragraph 40 of the above-referenced Agreement for Recovery of Response Costs ("Agreement"). No comments were received by EPA regarding this matter.

Therefore, in accordance with Paragraph 42 of the Agreement, this letter provides written notice that the Agreement for Recovery of Response Costs for the Del Norte County Pesticide Storage Area Superfund Site, EPA CERCLA Docket No. 98-01, is hereby effective as of the date of this letter.

It is EPA's understanding that you have been holding the Settling Parties' checks pending the effective date of the Agreement. As set forth in Paragraphs 13 and 14 of the Agreement, payment by the Settling Parties to EPA and DTSC is due within 10 days of the effective date. Payment by the Federal Settling Agency is due as soon as reasonably practicable, but no later than 120 days following the effective date, as set forth in Paragraph 15 of the Agreement.

Enclosed with this letter is a copy of the fully executed Agreement. I am also sending copies to the Settling Parties, the Federal Settling Agency, and the State of California Department of Toxic Substances Control, to the addressees listed below.

Thank you for your cooperation. If you have any questions regarding this letter, please contact me at (415) 744-2373.

Sincerely,



Kim Muratore  
Case Development Team  
Superfund Division

Enclosure

cc, by Certified Mail, w/ Enclosure:

William Davis, Esq., certified mail number P 274 218 231  
Christopher L. Reives, Esq., Bogle & Gates, certified mail number P 274 218 232  
Mary Gay Sprague, Esq., Arnold & Porter, certified mail number P274 218 255  
Harry Harms, Smith River Farms, certified mail number P 350 643 832  
David Weigert, US DOJ, EDS, certified mail number P 350 643 816  
Rose Miksovsky, US Dept. of Agriculture, certified mail number P 350 643 817

cc, by Regular Mail, w/Enclosure:

Robert Brook, U.S. Dept. of Justice, EES  
Bob Olken, Staff Counsel, Calif. DTSC  
Barbara Cook, Site Mitigation Branch, DTSC

SHAUNA WOODS  
Assistant Regional Counsel  
Office of Regional Counsel  
United States Environmental Protection Agency  
75 Hawthorne Street (ORC-2)  
San Francisco, CA 94105  
(415) 744-1360

SUSAN BERTKEN  
Senior Staff Counsel  
California Environmental Protection Agency  
Department of Toxic Substances Control  
400 P Street, 4th floor  
P.O. Box 806  
Sacramento, CA 95812-0806  
(408) 429-0113

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
AND  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY,  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the matter of:	)	AGREEMENT FOR RECOVERY
	)	OF RESPONSE COSTS
Del Norte County Pesticide	)	
Storage Area Superfund Site,	)	CERCLA Docket No. 98-01
Crescent City, California	)	
	)	DTSC Docket No. HSA 97/98-016
Arcata Corporation;	)	
Estate of Hilding Lovenborg;	)	
Theodore Lovenborg;	)	PROCEEDING UNDER SECTION
Palmer Westbrook, Inc.;	)	122(h)(1) OF CERCLA,
John Palmer Westbrook;	)	42 U.S.C. §9622(h)(1),
Robert H. Stanhurst, Inc.;	)	and the California
Robert H. Stanhurst;	)	Hazardous Substance
Smith River Farms, Inc.;	)	Account Act, California
Harry Harms;	)	Health and Safety Code
Stephen Hastings;	)	Section 25300 et seq.
Crockett United Lily Growers,	)	
Inc., formerly known as	)	
United Lily Growers, Inc.;	)	
Davy Crockett; and	)	
E. Joyce Crockett,	)	
Settling Parties;	)	
and United States Department	)	
of Agriculture, Forest	)	
Service,	)	
Federal Settling Agency.	)	

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

**I. JURISDICTION**

1. This Agreement is entered into by the following Parties: the United States Environmental Protection Agency ("EPA") and the State of California Department of Toxic Substances Control ("DTSC"); Arcata Corporation, Estate of Hilding Lovenborg, Theodore Lovenborg, Palmer Westbrook, Inc., John Palmer Westbrook, Robert H. Stanhurst, Inc., Robert H. Stanhurst, Smith River Farms, Inc., Harry Harms, Robert K. Hastings, Stephen Hastings, Crockett United Lily Growers, Inc., formerly known as United Lily Growers, Inc., Davy Crockett, and E. Joyce Crockett (collectively, "Settling Parties"); and the United States Department of Agriculture, Forest Service ("Federal Settling Agency" or "FSA"). Each Settling Party and FSA consents to the issuance of this Agreement and will not contest EPA's or DTSC's authority to enter into this Agreement or to implement or enforce its terms.

2. The purpose of this Agreement is for EPA and DTSC to recover certain response costs incurred by the United States and the State of California at or in connection with the Del Norte County Pesticide Storage Area Superfund Site ("Site") in Crescent City, California, and to resolve the liability of the Settling Parties and FSA for such costs.

3. EPA is authorized to enter into this Agreement pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (Sept. 13, 1987), and redelegated to the Director, Superfund Division, EPA Region IX.

4. DTSC is authorized to enter into this Agreement pursuant to the California Health and Safety Code ("HSC") Sections 25355.5 and 25358.3(a).

**II. BACKGROUND**

5. EPA and DTSC allege that hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and HSC § 25316 are present at the Site and that such hazardous substances have been or are threatened to be released into the environment from the Site.

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

6. EPA and DTSC allege that the Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and is therefore a "facility" also under the HSC.

7. EPA and DTSC allege that such releases or threatened releases required response action to be undertaken at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and HSC § 25358.3(b).

8. In performing the response action, EPA and DTSC have incurred response costs at or in connection with the Site totaling \$4.2 million as of July 31, 1994.

9. EPA and DTSC allege that each Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and HSC § 25323.5, and is jointly and severally liable for response costs incurred and to be incurred at or in connection with the Site.

10. The Parties to this Agreement desire to settle certain claims arising from the Settling Parties' and FSA's alleged civil liability for Covered Response Costs (as defined in Paragraph 27 below) without litigation and without the admission or adjudication of any issue of fact or law.

**III. PARTIES BOUND**

11. This Agreement shall be binding upon EPA, DTSC, each Settling Party, FSA, and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party or FSA, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's or FSA's responsibilities under this Agreement. Each signatory to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

**IV. REIMBURSEMENT OF RESPONSE COSTS**

12. The Settling Parties agree to pay to EPA and DTSC a total of four hundred thirty thousand dollars (\$430,000), in reimbursement of past response costs incurred at or in connection with the Site, in accordance with Paragraphs 13 and 14 below. The Settling Parties may submit their payments by one or more checks, but they are each jointly and severally liable for payment of the above amount, as specifically set forth in Paragraph 25.

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

13. Of the \$430,000 referenced in Paragraph 12, the Settling Parties agree to pay to EPA's Hazardous Substance Superfund two hundred fifty-eight thousand dollars (\$258,000), within ten (10) days of the effective date of this Agreement, as follows:

a. The Settling Parties' payment shall be made by certified or cashier's check(s) made payable to "EPA-Hazardous Substance Superfund." The check(s) shall reference the name and address of the Settling Parties, the site name ("Del Norte County Pesticide Storage Area") and identification number ("9T33"), and the EPA docket number for this action and shall be sent by the Settling Parties to:

EPA Region IX  
ATTN: Superfund Accounting  
P.O. Box 360863M  
Pittsburgh, PA 15251

b. The Settling Parties shall simultaneously send a copy of their check(s) to:

Kim Muratore  
Mail Code H-7-4  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

14. Of the \$430,000 referenced in Paragraph 12, the Settling Parties agree to pay to DTSC one hundred seventy-two thousand dollars (\$172,000), within ten (10) days of the effective date of this Agreement, as follows:

a. The Settling Parties' payment shall be made by certified or cashier's check(s) made payable to "California Department of Toxic Substances Control." The check(s) shall reference the name and address of the Settling Parties, and the site name and identification number ("Del Norte, 200025"), and shall be sent by the Settling Parties to:

California DTSC  
ATTN: Accounting Cashiers  
P.O. Box 806  
Sacramento, CA 95812-0806

b. The Settling Parties shall simultaneously send a copy of their check(s) to:

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

Barbara Cook  
DTSC Region 2  
700 Heinz Ave.  
Berkeley, CA 94710-2737

15. As soon as reasonably practicable, but no later than one hundred and twenty (120) days after the effective date of this Agreement, the United States, on behalf of FSA, shall cause to be paid to EPA and DTSC a total of two hundred forty-five thousand dollars (\$245,000), in reimbursement of response costs incurred at or in connection with the Site, in accordance with Paragraphs 16 and 17 below.

16. Of the \$245,000 referenced in Paragraph 15, one hundred forty-seven dollars (\$147,000) shall be paid to the EPA Hazardous Substance Superfund, as follows:

a. Such payment shall be made by United States Treasury Check, made payable to "EPA-Hazardous Substance Superfund." The check shall reference the name of the FSA ("United States Department of Agriculture, Forest Service"), the site name ("Del Norte County Pesticide Storage Area") and identification number ("9T33"), and the EPA docket number for this action, and shall be sent by the FSA to:

EPA Region IX  
ATTN: Superfund Accounting  
P.O. Box 360863M  
Pittsburgh, PA 15251

b. FSA shall simultaneously send a copy of its check to:

Kim Muratore  
Mail Code H-7-4  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

17. Of the \$245,000 referenced in Paragraph 15, ninety-eight thousand dollars (\$98,000) shall be paid to DTSC, as follows:

a. Such payment shall be made by United States Treasury Check, made payable to "California Department of Toxic Substances Control." The check shall reference the name of the FSA ("United States Department of Agriculture, Forest Service"), and the site name and identification

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

number ("Del Norte, 200025"), and shall be sent by the FSA  
to:

California DTSC  
ATTN: Accounting Cashiers  
P.O. Box 806  
Sacramento, CA 95812-0806

b. FSA shall simultaneously send a copy of its check  
to:

Barbara Cook  
DTSC Region 2  
700 Heinz Ave.  
Berkeley, CA 94710-2737

18. The Parties to this Agreement recognize and acknowledge that the payment obligations of FSA under this Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that FSA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

**V. FAILURE TO COMPLY WITH AGREEMENT**

19. In the event that any payment required by Paragraphs 13 or 14 is not made when due, interest shall accrue on the Settling Parties' unpaid balance beginning on the day after the date payment is due and continuing through the date of payment. Interest shall accrue at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, in accordance with 42 U.S.C. § 9607. In the event that any payment required by Paragraphs 16 or 17 is not made within one hundred and twenty (120) days of the effective date of this Agreement, interest shall accrue on FSA's unpaid balance beginning on the one hundred twenty-first (121st) day after the effective date of this Agreement and continuing through the date of payment.

20. If any amount due to EPA under Paragraph 13 is not paid by the required date, Settling Parties shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 19, one hundred dollars (\$100.00) per day that such payment is late.

21. If any amount due to DTSC under Paragraph 14 is not paid by the required date, Settling Parties shall pay to DTSC, as



DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
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a stipulated penalty, in addition to the Interest required by Paragraph 19, one hundred dollars (\$100.00) per day that such payment is late.

22. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA and/or DTSC under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 13 and 14, respectively.

23. Penalties shall accrue as provided above regardless of whether EPA or DTSC has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand.

24. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA and DTSC, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, or the State of California, on behalf of DTSC, brings an action to enforce this Agreement, the Settling Parties shall reimburse the United States and the State of California for all costs of such action, including but not limited to costs of attorney time.

25. The obligations of Settling Parties to pay amounts owed to EPA and DTSC under Paragraph 12 of this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

26. Notwithstanding any other provision of this Section, EPA and DTSC, in their unreviewable discretion, may waive payment of any portion of the stipulated penalties that have accrued pursuant to Paragraphs 20 and 21, respectively, of this Agreement.

**VI. COVENANTS BY EPA AND DTSC**

27. In consideration of the payments that will be made by Settling Parties and FSA under the terms of this Agreement, and except as specifically provided in Paragraph 28 (Reservation of Rights by EPA and DTSC), EPA covenants not to sue Settling Parties or to take administrative action against Settling Parties or FSA, and DTSC covenants not to sue, to recommend that the

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
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State of California sue, or to take administrative action against Settling Parties, FSA, or the United States, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and HSC § 25360, for "Covered Response Costs," defined as: all costs, including but not limited to direct and indirect costs, that EPA, the United States on behalf of EPA, DTSC, or the State of California on behalf of DTSC, (1) has incurred at or in connection with the Site through the effective date of this Agreement, or (2) may incur in the future in connection with the remedy currently being implemented at the Site pursuant to the Record of Decision dated September 30, 1985 and the Explanation of Significant Differences dated September 21, 1989. For the Settling Parties, these covenants shall take effect upon receipt by EPA and DTSC of all amounts required by Section IV (Reimbursement of Response Costs), Paragraphs 13 and 14, and Section V, Paragraph 19 (Interest on Late Payments) and Paragraphs 20 and 21 (Stipulated Penalties for Late Payment). For the FSA, these covenants shall take effect upon receipt by EPA and DTSC of all amounts required by Paragraphs 16 and 17 of Section IV (Reimbursement of Response Costs), and Paragraph 19 (Interest on Late Payments) of Section V. These covenants are conditioned upon the satisfactory performance by Settling Parties and FSA of their obligations under this Agreement. These covenants extend only to Settling Parties and FSA, and do not extend to any other person.

**VII. RESERVATION OF RIGHTS BY EPA AND DTSC**

28. The covenants set forth in Paragraph 27 do not pertain to any matters other than those expressly identified therein. EPA and DTSC reserve, and this Agreement is without prejudice to, all rights against Settling Parties and FSA, with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Parties or FSA to meet a requirement of this Agreement;
- b. liability for response costs other than those specifically defined as "Covered Response Costs" under Paragraph 27 above;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

natural resource damage assessments.

29. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States or the State of California may have against any person, firm, corporation or other entity not a signatory to this Agreement.

30. This Agreement does not settle, conclude or otherwise affect any claim or cause of action made or asserted, or which may be made or asserted, by any other agency, board or department of the State of California, or by any local agency, against the Settling Parties or FSA.

**VIII. COVENANTS BY SETTLING PARTIES AND FSA**

31. Each Settling Party agrees not to assert any claims or causes of action against EPA or DTSC, their contractors or employees, and FSA agrees not to bring any administrative actions against EPA, DTSC, or the Settling Parties, and agrees not to assert any claims or causes of action against DTSC or the Settling Parties, their contractors or employees, with respect to "Covered Response Costs" defined in Paragraph 27 of this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, the State of California Hazardous Substance Account, or the State of California Hazardous Substance Cleanup Fund, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the "Covered Response Costs" defined in Paragraph 27 were incurred;

c. any claim against EPA or DTSC pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to "Covered Response Costs" defined in Paragraph 27.

32. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

33. Settling Parties covenant not to sue each other or FSA,

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

and FSA covenants not to sue or take administrative action against any Settling Party, with regard to "Covered Response Costs", pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, except to enforce the Settling Parties' internal sharing of the \$430,000 referred to in Paragraph 12 of Section IV.

**IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

34. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. The Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

35. The Parties agree that the actions undertaken by Settling Parties and FSA in accordance with this Agreement do not constitute an admission of any liability by any Settling Party or by FSA. Settling Parties and FSA do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in this Agreement.

36. The Parties agree that Settling Parties and FSA are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are "Covered Response Costs" as defined in Paragraph 27.

37. Each Settling Party and FSA agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA and DTSC in writing no later than sixty (60) days prior to the initiation of such suit or claim. Each Settling Party and FSA also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA and DTSC in writing within ten (10) days of service of the complaint or claim upon it. In addition, each Settling Party and FSA shall notify EPA and DTSC within ten (10) days of service or receipt of any Motion for Summary Judgment and within ten (10) days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

38. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, or by DTSC, or by the State of California on behalf of DTSC, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties and FSA shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants set forth in Paragraph 27.

**X. EXECUTION OF AGREEMENT**

39. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**XI. PUBLIC COMMENT**

40. This Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

**XII. ATTORNEY GENERAL APPROVAL**

41. The U.S. Attorney General or her designee has approved the settlement embodied in this Agreement pursuant to Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

**XIII. EFFECTIVE DATE**

42. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Parties and FSA that the public comment period pursuant to Paragraph 40 of this Agreement has closed and that comments received, if any, do not require modification of, or EPA withdrawal from, this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: *Michael Stealey*  
for Keith A. Takata  
Director, Superfund Division  
U.S. EPA Region IX

Date: *2/5/98*

EFFECTIVE DATE: *5/11/98*

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

THE STATE OF CALIFORNIA, DEPARTMENT OF TOXIC SUBSTANCES CONTROL,  
enters into this Agreement For Recovery Of Response Costs in the  
matter of the Del Norte County Pesticide Storage Area Superfund  
Site in Crescent City, California:

State of California  
Department of Toxic Substances Control

By: Barbara A. Cook  
Barbara Cook  
Branch Chief  
Northern California Coastal  
Operations Cleanup

Date: September 11, 1997

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

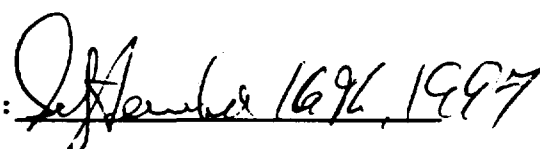
THE UNDERSIGNED SETTLING PARTY enters into this Agreement For  
Recovery Of Response Costs in the matter of the Del Norte County  
Pesticide Storage Area Superfund Site in Crescent City,  
California:

Settling Party Arcata Corporation:

By:

  
Raymond Lecavalier, Esq.  
Assistant Secretary

Date:





DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

THE UNDERSIGNED SETTLING PARTY enters into this Agreement For  
Recovery Of Response Costs in the matter of the Del Norte County  
Pesticide Storage Area Superfund Site in Crescent City,  
California:

Settling Party Estate of Hilding Lovenborg:

By:

Esther Lovenborg  
Esther Lovenborg  
Personal Representative of  
Hilding Lovenborg

Date:

9-11-97

**DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS**

THE UNDERSIGNED SETTLING PARTY enters into this Agreement For Recovery Of Response Costs in the matter of the Del Norte County Pesticide Storage Area Superfund Site in Crescent City, California:

Settling Party Theodore Lovenborg:

By: Theodore Lovenborg  
Theodore Lovenborg

Date: Sept 11, 1997

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

THE UNDERSIGNED SETTLING PARTIES enter into this Agreement For  
Recovery Of Response Costs in the matter of the Del Norte County  
Pesticide Storage Area Superfund Site in Crescent City,  
California:

Settling Party Palmer Westbrook, Inc.:

By:

JP Westbrook  
John Palmer Westbrook  
President

Date:

9/11/97

Settling Party John Palmer Westbrook:

By:

JP Westbrook  
John Palmer Westbrook

Date:

9/11/97

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

THE UNDERSIGNED SETTLING PARTIES enter into this Agreement For  
Recovery Of Response Costs in the matter of the Del Norte County  
Pesticide Storage Area Superfund Site in Crescent City,  
California:

Settling Party Robert H. Stanhurst, Inc.:

By: Robert H. Stanhurst  
Robert H. Stanhurst  
President

Date: Sept. 11, 1997

Settling Party Robert H. Stanhurst:

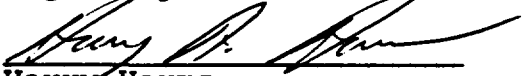
By: Robert H. Stanhurst  
Robert H. Stanhurst

Date: Sept. 11, 1997

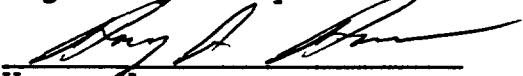
DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

THE UNDERSIGNED SETTLING PARTIES into this Agreement For Recovery  
Of Response Costs in the matter of the Del Norte County Pesticide  
Storage Area Superfund Site in Crescent City, California:


Settling Party Smith River Farms, Inc.:

By:  Date: 9/22/97  
Harry Harms  
General Manager

Settling Party Harry Harms:

By:  Date: 9/22/97  
Harry Harms

Settling Party Stephen Hastings:

By:  Date: 9/22/97  
Stephen Hastings

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

THE UNDERSIGNED SETTLING PARTIES enter into this Agreement For  
Recovery Of Response Costs in the matter of the Del Norte County  
Pesticide Storage Area Superfund Site in Crescent City,  
California:

Settling Party Crockett United Lily Growers, Inc.,  
formerly known as United Lily Growers, Inc.:

By: E. Joyce Crockett  
E. Joyce Crockett  
President

Date: Sept. 11, 1997

Settling Party Davy Crockett:

By: Davy Crockett  
Davy Crockett

Date: Sept. 11, 1997

Settling Party E. Joyce Crockett:

By: E. Joyce Crockett  
E. Joyce Crockett


Date: Sept. 11, 1997

DEL NORTE COUNTY PESTICIDE STORAGE AREA SUPERFUND SITE  
AGREEMENT FOR RECOVERY OF RESPONSE COSTS

THE UNDERSIGNED SETTLING PARTY enters into this Agreement For  
Recovery Of Response Costs in the matter of the Del Norte County  
Pesticide Storage Area Superfund Site in Crescent City,  
California:

Federal Settling Agency  
United States Department of Agriculture, Forest Service:

By:

  
David L. Weigert, Attorney  
U.S. Department of Justice  
Environment & Natural Resources  
Division  
Environmental Defense Section

Date:

3/6/98

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